

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
HELPING HAND LAWN CARE, INC.
FOR
LAWN MAINTENANCE AND RELATED SERVICES**

RFP # 11-0423

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Helping Hand Lawn Care, Inc. a Florida corporation, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted Request for Proposal (RFP) #11-0423 to retain a contractor to provide for full lawn care services, portal to portal, to various COUNTY facilities; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide for full lawn care services, portal to portal, including trip charges, to various COUNTY facilities.

2.2 The COUNTY's definition of a full maintenance and service repair contract, as embodied in this Agreement, is a contract that provides for the CONTRACTOR to assume all responsibility for mowing, edging, weeding, mulching, trimming of all bushes and trees, irrigation maintenance and repair, lawn fertilization, and herbicide and pest control treatment. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment and supervision for the performance of the work set forth hereunder. *The scope of services represents the minimum standards required. The ultimate responsibility of the CONTRACTOR is to provide lawns that are at all times attractive and uniformly manicured, which will reflect favorable on the COUNTY.*

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to perform full lawn care services for the COUNTY in accordance with the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**.

3.2 Additional Services. Although this Agreement identifies specific services, it is hereby agreed that the COUNTY may add other similar services to this contract at the mutual agreement of both parties. When required by the pricing structure contained herein, the CONTRACTOR shall be invited to submit price quotes for these additional services. If the quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. A formal amendment to this Agreement shall be executed. Nothing herein prevents the COUNTY from obtaining quotes from other vendors or contractors.

3.2 Term of Agreement. This Agreement shall commence on the date of execution by the Board of County Commissioners. The initial Agreement term is twelve (12) months, and the Agreement shall remain in effect until completion of the expressed and/or implied warranty period. The Agreement prices shall prevail for the full duration of the initial Agreement term.

3.3 Renewal Terms. Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional one (1) year periods. Prior to completion of each exercised term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the CONTRACTOR'S responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR'S written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of the new option period shall not be considered. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative, and is not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interests of the COUNTY.

3.4 Work Schedule and Non-compliance Inspection Fee. The CONTRACTOR shall provide the COUNTY with a monthly schedule for all facilities, via email, in PDF format. This schedule shall be used by the COUNTY to visit sites to determine that the work has been completed and that the facilities being maintained are being done in accordance with this Agreement. In the event a facilities' work cannot be completed as scheduled, due to inclement weather, the CONTRACTOR shall notify the COUNTY no later than the day of service and shall provide a revised monthly schedule within two (2) business days, via email in PDF format. If the COUNTY is not notified that the work was unable to be completed on the scheduled day of

service and an inspection by the COUNTY is made, the CONTRACTOR **shall be assessed an \$80.00 fee to be deducted from the CONTRACTOR'S next monthly invoice as a non-compliance inspection fee.** In addition, should an inspection be made by the COUNTY at a facility and deficiencies are found, the COUNTY shall notify the CONTRACTOR and the deficiencies shall be corrected no later than two (2) business days from notification. Upon re-inspection, if the deficiencies were not corrected, the CONTRACTOR shall be assessed **an \$80.00 fee to be deducted from the CONTRACTOR'S next monthly invoice as a non-compliance fee.** The parties agree that the non-compliance fee represents a fair and reasonable estimate of the COUNTY'S actual damages.

Article 4. Payment

4.1 The COUNTY shall pay CONTRACTOR to complete the Scope of Services in accordance with the rates set forth in CONTRACTOR'S Pricing Section, attached hereto and incorporated herein as **Exhibit B.**

4.2 CONTRACTOR shall submit invoices in PDF form, via email, to the COUNTY'S designated representative after each individual month's work has been completed. Submittal of these monthly invoices shall not exceed ten (10) calendar days after the first day of the month. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the work being completed.

4.3 All invoices shall contain the RFP and/or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, the CONTRACTOR may be considered in default of this Agreement, and this Agreement may be terminated at the option of the COUNTY.

4.4 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

4.5 Other than the expenses set forth in **Exhibit B,** CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The rates quoted in **Exhibit B** shall be deemed to provide full compensation to the CONTRACTOR for labor, equipment use, travel time and any other element of cost or price. These rates are assumed to be at straight time for all labor, except as otherwise noted.

4.6 If the below-identified price index for fuel (gas and/or diesel as applicable) increases by ten percent (10%) or more from the base index as defined herein, the CONTRACTOR may petition the Procurement Services Director in writing for an appropriate increase in the contract price. Any increase in the pricing will be applied considering the relation of fuel cost to the CONTRACTOR'S total cost for the services provided. Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services
http://dms.myflorida.com/business_operations/state_purchasing/CONTRACTOR_information/state_contracts_agreements_and_price_lists/state_term_contracts/gasoline_and_fuel_oil/price_sheets_daily_price/price_sheets_current_pricing for unleaded gas, Florida PAD 1, Orlando.

The base index will be the index number for the month prior to the due date of the RFP solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The CONTRACTOR shall provide, in writing, a cost analysis as described below for each price for which the CONTRACTOR is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any price for which an adjustment is requested; and a calculation showing the original price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ($0.12 * 0.10$). The CONTRACTOR may submit additional clarifying or justifying information for the COUNTY'S consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the CONTRACTOR'S request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the COUNTY if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the CONTRACTOR pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this Agreement at the option of the COUNTY.

4.7 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

4.8 CONTRACTOR acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

- B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

Article 5. Special Terms and Conditions

5.1 Certificate of Competency/Licensure. The CONTRACTOR shall, at all times through this Agreement, hold a valid Certificate of Competency or appropriate current license (pest control/herbicide) issued by the Florida Department of Agriculture and Consumer Services (FDACS) qualifying said CONTRACTOR to perform the work identified herein. The CONTRACTOR shall also be certified by the FDACS under Section 482, Florida Statutes, by January 1, 2014. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-contractor, an applicable Certificate of Competency or license for the sub-contractor shall be submitted to the COUNTY.

5.2 Materials.

A. Compliance with Governmental Standards. All items to be purchased under this contract shall be in accordance with all governmental standards, including but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

B. Material Safety Data Sheets. It is the responsibility of the CONTRACTOR to ensure that the COUNTY has received the latest version of any Material Safety Data Sheets (MSDS) required by 29 CFR 1910.1200 with the first shipment of any hazardous material. At any time the content of the MSDS is revised, the CONTRACTOR shall promptly provide a new MSDS to the COUNTY with the new information relevant to the specific material.

C. Toxic Substances/Federal Right to Know Regulations. The Federal "Right to Know" regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right to Know" law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, the CONTRACTOR shall be required to provide two (2) complete sets of MSDS to each COUNTY department utilizing the services of the CONTRACTOR under this Agreement. This information should be provided at the time when the initial delivery is made.

5.3 Addition/Deletion of Facilities.

A. Addition of Facilities. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to this Agreement at the option of the COUNTY. The CONTRACTOR shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. The

additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or for other reasons at the COUNTY's discretion.

B. **Deletion of Facilities.** Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency may delete service for any facility(ies) when such service is no longer required during the Agreement term upon fourteen (14) calendar days written notice to the CONTRACTOR.

5.4 Acceptance of Services. The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or to initiate corrective action on the part of the CONTRACTOR. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause, and the COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or this Agreement may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

5.5 Correction of Deficiencies and Defects. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the Agreement regardless of project completion status. All corrections shall be made within two (2) business days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S designated representative, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified the COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within ten (10) calendar days of receipt of the notice. See also Section 3.4.

5.6 Key Contractor Personnel/Supervision/Dress Code.

A. The CONTRACTOR shall employ only qualified operators and workers who are skilled to conduct proper landscape maintenance and related services. All workers shall discharge their duties in a courteous and efficient manner. It shall be the duty of the CONTRACTOR to maintain a close check over its employees to ensure a high standard of service. The CONTRACTOR is to maintain an adequate number of employees to satisfactorily perform scheduled operations. The CONTRACTOR shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees

on the same schedule in the same areas. The CONTRACTOR shall notify, via email, the COUNTY immediately of all changes in personnel.

B. The CONTRACTOR shall provide all necessary supervision for work done on COUNTY property. The CONTRACTOR'S supervisors shall be literate and able to communicate fully in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. CONTRACTOR'S supervisors shall also be capable of communicating fully with all employees in the event they do not speak English. The COUNTY will be the sole judge whether the of the communication level is appropriate. The CONTRACTOR shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than other workers. In the event of sickness or any absence of the regular supervisor, the CONTRACTOR shall provide a substitute of equal or greater skill. The CONTRACTOR shall be required to provide the name and position within the company of the supervisor assigned to the COUNTY. The CONTRACTOR shall provide a telephone answering service for use of the supervisors for work related messages. The CONTRACTOR shall provide a cell phone number to the COUNTY. All authorized communications giving to the supervisor by the COUNTY, and all contract related decisions made by the supervisor, shall be binding on the CONTRACTOR.

C. A dress code for CONTRACTOR'S employees shall consist of shirts, pants and work shoes/boots. **All workers shall be required to wear an ID badge identifying them as approved vendors. The COUNTY will supply the badges. The CONTRACTOR will ensure that all workers employed to perform work under this Agreement by the CONTRACTOR, or its subcontractors are scheduled, prior to assignment, for an appointment with the COUNTY during the COUNTY'S normal working hours to process and receive the ID badge. All new workers must be assigned an ID badge prior to starting work.**

5.7 Minimum Wages. Under this Agreement, the wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work performed under this Agreement, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

5.8 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. The CONTRACTOR shall conform to all relevant federal, state, and local regulations during the course of such effort. Any fines levied by the governmental authorities having jurisdiction over the work shall be borne by the CONTRACTOR. Barricades shall be provided by the CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the COUNTY.

5.9 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property, both public and in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this Agreement, and the CONTRACTOR shall be held responsible for repairing or replacing property

to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

5.10 Clean-Up. All unusable materials and debris shall be removed from the premises at the end of each work day, and disposed of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed upon with the associated COUNTY project manager.

5.11 Permits and Fees. The CONTRACTOR is responsible for ensuring that all licenses and permits required to complete the work under this Agreement are obtained, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. All fees are to be paid by the CONTRACTOR. Damages, penalties, and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees shall be borne by the CONTRACTOR.

5.12 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under this Agreement. If any work hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed. The COUNTY shall be liable only for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The COUNTY shall be the sole judge of 'reasonable costs.'

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The CONTRACTOR will be notified by letter of the COUNTY's intent to terminate, but the 30-day advance notice requirement is waived in the event of termination for cause, and the COUNTY may procure the required goods and/or services from any source, and use any method, deemed in its best interest. All re-procurement costs shall be borne by the CONTRACTOR. In the event of termination for cause, the COUNTY further reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate COUNTY ordinances, resolutions and/or administrative orders.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

5.13 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.14 Insurance. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements, and the CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits and coverage:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of CONTRACTOR'S employees are injured,

CONTRACTOR will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, and the Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(viii) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance

policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xiv) Failure to obtain and maintain such insurance as set forth above will be considered a breach of contract and may result in termination of this Agreement for default.

(xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

5.15 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind arising out of, relating to or resulting from the performance of the CONTRACTOR's duties set forth in this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals, subcontractors or representatives. The CONTRACTOR shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as provided herein.

5.16 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

5.17 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. The CONTRACTOR shall coordinate, cooperate, and work with any other vendors retained by the COUNTY.

5.18 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the

time of contracting. If applicable, the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.19 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.20 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records requests and shall provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this solicitation and contract shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable, and the CONTRACTOR will not be eligible for any compensation.

5.21 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.22 Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.23 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

5.24 Omission from the Specifications. The apparent silence of this Agreement and its Exhibits regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

5.25 Risk of Loss.

A. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

B. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

5.26 Availability of Contract to Other County Departments or Agencies. The CONTRACTOR hereby agrees that any COUNTY department or other agency may avail itself of this Agreement and purchase any and all items specified herein from the CONTRACTOR at the prices established herein. Under these circumstances, a contract modification shall be issued by the COUNTY identifying the requirements of the additional department or agency.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Elder N. Ripper, IV, President
P.O. Box 1704
Sorrento, Florida 32776

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.


7.2 This Agreement contains the following Exhibit:

Exhibit A	Scope of Services
Exhibit B	Pricing Section

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 15 day of November, 2011 and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

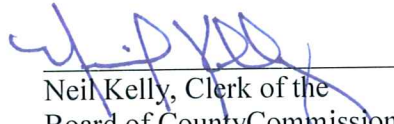
HELPING HAND LAWN CARE, INC.


Name: E. Norman Ripper
Title: President

This 14 day of October, 2011.

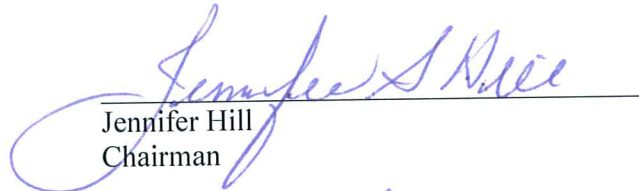
Agreement between LC & Helping Hand Lawn Care, Inc., RFP 11-0423

ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

COUNTY



Jennifer Hill
Chairman

This 17 day of Nov, 2011.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

This scope of services represents the minimum standards required. The ultimate responsibility of the Contractor is to provide lawns that are at all times attractive and uniformly manicured, which will reflect favorably upon the County and the Contractor.

No section or portion of the scope shall be construed or interpreted to preclude the County from accomplishing any task, or undertaking any operation or project utilizing its own work force.

All vehicles and machinery used shall be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the contract. Vehicles must be properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state and local safety regulations. Equipment may be subject to inspection and approval prior to award.

Although weather may prevent the Contractor from completing scheduled work on the designated workday, the Contractor shall be expected to complete the necessary work on the first fair workday following.

Special landscaping and mowing services may be required for special scheduled County activities. The County will make arrangements with the Contractor a minimum of ten (10) working days prior to the scheduled activity. Fees for these additional services will be negotiated and documented on a case-by-case basis, but shall not exceed the fees charged for similar services charged in this scope.

Business Hours of Operations:

All work performed shall be accomplished between the hours of 6:00 A.M. and 6:00 P.M., (daylight hours only) Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission has been requested in writing by the Contractor and approved, in writing. Request for permission to work must be received by the Project Manager no less than forty-eight (48) hours prior to the requested work day. Work on Saturdays may be permitted by verbal approval from the Project Manager.

County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

LAWNCARE

Initial Repair of Facilities: Within 30 days after a notice to proceed has been issued, the Contractor shall prepare a detailed quote, in pdf format, of all items (plants, sod, mulch, etc.) needed to be replaced at all locations under contract to put each site into first class condition. The quote shall contain unit costs for the various items and shall be broken down by location. If all recommendations are taken, the Contractor shall assume **ALL RESPONSIBILITY**, as well as, **ALL COSTS** required to keep the facilities in the same condition for the duration of the contract. If the Contractor fails to maintain the site in first class condition the County reserves the right to hire an independent contractor to restore the site. The cost for this restoration shall be deducted from the Contractor's regular monthly payment(s). The County also reserves the right to find the Contractor in default and terminate the contract. If recommendations for a particular facility are not taken, the Contractor shall assume **ALL RESPONSIBILITY**, as well as, **ALL COSTS** required to keep the facilities in the same condition as when initiated.

Mowing: The cut edge of the mown turf shall be maintained at three and a half inches (3.5") above the ground, with a maximum height of four and a half inches (4.5"). The Contractor shall provide a cut that is clean and sharp, with no streaks or scalping, and with a uniform distribution of cuttings at all times for areas mowed. The cutting edges of all mowing equipment used in the performance of work shall be kept in sharp condition. Bruising or rough cutting of grass will not be accepted. The accumulation or piling of grass shall not be accepted. All turf areas shall remain well-manicured at all times. Any alteration of this minimum schedule shall be accomplished only with prior approval from the Project Manager.

Edging: The Contractor shall edge all plant beds, sidewalks, driveways and curbs on every cutting visit. All clippings shall be picked up and properly disposed of by the Contractor and the remaining loss material blown off all paved, concrete or wood surfaces into vegetative areas only. Edging with herbicides shall not be allowed.

Weeding: The Contractor shall **manually** remove all weeds and extraneous vegetation from all beds and planted areas as needed so as not to detract from the overall appearance of the landscape. In addition, all concrete, paver, and asphalt walkways and driveways shall be kept free of all vegetative materials. All debris from weeding and edging shall be removed from the area and disposed of properly.

Mulching: The Contractor shall provide clean treated cedar mulch or match existing, as determined by the Project Manager and the spreading thereof to ensure that a minimum depth of 2" is maintained in all plant beds. Artificial or synthetic mulch products (recycled plastic, tire, or other non-woody materials) will not be acceptable.

Raking: The Contractor shall, as needed, be responsible for raking and properly disposing of leaves from trees, bushes, shrubbery, etc. Plant beds shall not be used to dispose of fallen leaves.

Casual Shrub Trimming: The Contractor shall perform a casual trimming of all shrubs to ensure that each shrub maintains its basic shape and dead or dying branches are removed at least once every three (3) months. All new shoots two (2) inches long or greater shall be trimmed

from the shrub. The shrub shall not be trimmed down to bare limb. The Contractor shall also be responsible for trimming of any and all limbs that make contact with buildings. Limbs shall maintain a minimum of 1' clearance from buildings at all times.

Tree Overhang Trimming: The Contractor shall trim all branches from trees that hang or intrude into a walkway or parking space on each mowing visit. These areas shall be trimmed so that no vegetation is lower than 7' from the any walking or parking surface. The Contractor shall also be responsible for trimming dead palm tree fronds and for trimming of any and all branches that make contact with buildings. Branches shall maintain a minimum of 7' clearance from buildings in all directions.

Plant Material Damage and Replacement: Trees and shrubs may periodically need to be replaced as a result of vandalism, freezing conditions, disease, or malformation. The County may request a written quotation for labor and material cost for removal and replacement of trees and shrubs from the Contractor, but, the County always reserves the right to either perform the action with its own staff or to use another contractor.

Litter/Debris/Branch Removal: The Contractor shall be responsible for pick-up, removal, and disposal of all litter, debris, plant cuttings, branches, etc. from County property at each site visit. Items such as, but not limited to, bottles, cans, wood, tires, concrete, cigarettes, paper, etc. that would be torn, ripped, scattered, or further broken-up by the mowers resulting in an undesirable appearance shall be included. Any item or equipment utilized to transport litter shall be constructed in a manner to preclude further distribution or loss of litter. All litter and debris shall be disposed of in a legal and appropriate manner.

Minimum mowing schedule: The Contractor shall assume these schedules are an **absolute minimum** and shall be altered based on need, temperature, rainfall, or other conditions that impact growth. The Contractor shall at all times adhere to guidelines enforced under the Lake County Code and Land Development Code. The ultimate responsibility of the Contractor is to provide lawns that are at **all times** attractive and uniformly manicured, which will reflect favorably upon the County and the Contractor.

All facilities except Astor and Paisley Libraries, Umatilla and Paisley Community Centers, Environmental Utilities and Tower sites

January	As needed
February	As needed
March	2 cuts spaced appropriately
April	2 cuts spaced appropriately
May through October	1 cut weekly
November	2 cuts spaced appropriately
December	As needed

Astor and Paisley Libraries and Umatilla and Paisley Community Centers

No mowing will be done. All other services listed under lawn care, as well as, irrigation, and chemical lawn shall be done. Services to be performed every other month.

Environmental Utilities Sites

January through December 1 cut per month

Tower Sites

March through September and December 1 cut per month

IRRIGATION

Initial Repair of Irrigation: Within 30 days after a notice to proceed has been issued the Contractor shall provide a detailed quote, via e-mail in pdf format, of all items that are needed to be repaired or replaced at all locations under contract. The quote shall contain unit costs for the various items and shall be broken down by location. After the systems are repaired, the Contractor shall assume **ALL RESPONSIBILITY**, as well as, **ALL COSTS** required to keep the systems up to date and properly working for the duration of the contract or the Contractor may be found in default and the contract terminated. The County also reserves the right to assess non-compliance inspection fees per the non-compliance inspection fees section if the irrigation is not functioning as intended.

Irrigation: The Contractor assumes **ALL RESPONSIBILITY** for inspection services, maintenance, repair, alteration, and **ALL COSTS** required to keep the irrigation systems operating as they were intended and to ensure adequate coverage, proper application rates and frequencies for the County's facilities. The Contractor shall operate and inspect the systems a minimum of once every two weeks (or at the next regularly scheduled visit) to ensure that they meet the stated requirements. The Contractor shall also promote efficient irrigation use and provide for the protection of water resources. The Contractor shall be responsible for **ALL** irrigation components necessary to operate the systems in the manner in which they were designed. These items shall include, but not be limited to, controllers/timers, fittings, filters, risers, sensors, sprinkler heads, rotors, backflow preventers, piping, misters, valves, valve boxes, bubblers, manifolds, wiring, rain sensors, etc. The Contractor shall not be responsible for the electrical circuit from the controller/timer connection back to the electric panel.

Background Check:

All employees, subcontractors, and representatives of the Contractor that shall have access to "restricted" buildings for the purpose of adjusting, setting, and maintaining the irrigation timer shall be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". The Project Manager shall determine which buildings are considered "restricted". The Contractor will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" shall be supplied to the Project Manager prior to any work starting. When a new employee is added, the Contractor shall provide the "Certified Background Check", if required, to the Project Manager prior to the employee starting work.

The Contractor shall provide the County with a complete list of personnel, including a full name, address, telephone number, social security number, copy of driver's license/State of Florida

Identification Card/valid passport/valid work visa and (if required) background check clearance at least ten (10) calendar days before the agreement becomes effective, if not already provided. It is recommended that the Contractor keep on file with the Project Manager a list of persons who may work at County properties so that replacements can be made quickly. The Contractor MUST remove any employee, with access to "restricted" buildings, from County service who is convicted of a felony crime during his employment. After initial background checks have been made, they must be done annually for any person with access to "restricted" County buildings after one year. Failure to obtain background checks as specified can result in termination of the contract.

The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within 24 hours.

CHEMICAL LAWN

Fertilization and Pest Control Program for Turf and Shrubs: The Contractor shall be responsible for complete and total chemical lawn treatment including **ALL COSTS** incurred to perform all work needed. The chemical lawn maintenance service shall cover the application of fertilizers, insecticides, and herbicides. The chemicals used shall be applied only in accordance with the manufacturer's instructions. It is the Contractor's responsibility to perform any and all necessary treatments required to provide for a green lustrous landscape free of disease and pests. All products are to be applied in such a manner as to insure public safety. The Contractor shall adhere to the rules and regulations of the State Board of Health and other local and federal regulations and shall be responsible for any damages caused by its spraying or broadcasting. The Contractor is responsible for year round treatment for chinch bugs, ants of all types including fire ants, web worms, mole crickets, etc. at all building facilities, as well as, herbicide treatment as needed to maintain a healthy green grass free of weeds. The scope of this work applies to St. Augustine and Bahia grass.

Shrubs, Palms, and Ornamentals: All shrubs, palms, and ornamentals shall be fertilized with a complete fertilizer. Insect control shall be done as needed during the year. Disease control/prevention applied to new growth only. Must identify plant, pest and what type of pesticide used at all times. Sago Palms are to be treated for Asian Cycad Scale as needed. Lichens and Spanish moss and Ball moss treated on an as needed basis. Damaged plants and vegetation due to improper herbicide or pesticide shall be replaced at the Contractor's expense.

Weeding: The Contractor shall ensure that all concrete, paver, and asphalt walkways and driveways are kept free of vegetation at all times. Non staining temporary tracer dye shall be used in all herbicides when used on hardscape areas only. All debris from weeding shall be removed from the area and disposed of at no extra cost to the County.

EXHIBIT B: PRICING SHEET

RFP 11-0423, Lawn Maintenance and Related Services for Lake County Facilities
 Contracting Officer: Sandra Rogers

PRICING GROUP 1				Helping Hand Lawn Care, Inc. Sorrento, FL				
Building Name	Address	Alt. Key	Est. Months per Year	Lawn Care Cost per Month	Irrigation Cost Per Month	Chemical Lawn Cost per Month	Total Monthly Cost	Total Annual Cost
Altosna								
Fire Station 11	47544 SR 19	1246555	12	\$145.83	\$10.00	\$15.00	\$170.83	\$2,049.96
Fire Station 14	42700 SR 19	1224799	12	\$145.83	\$10.00	\$15.00	\$170.83	\$2,049.96
Astor								
See Note Astor Library	54905 Alco Rd	2754648	6	\$20.00	\$10.00	\$15.00	\$45.00	\$270.00
Fire Station 10	23023 SR 40	2987898	12	\$218.75	\$10.00	\$20.00	\$248.75	\$2,985.00
Tower-Astor	23025 SR 40	2987898	8	\$40.00			\$40.00	\$320.00
Deland								
Forest Hills Community Center	31039 Lake Mack Rd	2540427	12	\$150.50	\$10.00	\$15.00	\$175.50	\$2,106.00
Eustis								
Fairgrounds	2101 County Rd 452	1122767	12	\$875.00	\$10.00	\$250.00	\$1,135.00	\$13,620.00
Fire Station 21	25100 County Rd 44A	2910208	12	\$122.50	\$10.00	\$15.00	\$147.50	\$1,770.00
Fire Station 27	19212 SR 44	2598859	12	\$145.83	\$10.00	\$15.00	\$170.83	\$2,049.96
See Note Tower-Royal Trails	30301 Seagrave Ave	2814586	8	\$40.00			\$40.00	\$320.00
See Note Triangle Tag Office	15733 Dora Ave.	3695372	12	\$40.00	\$10.00	\$20.00	\$70.00	\$840.00
Paisley								
Fire Station 13	25250 CR 42	2606690	12	\$277.08	\$10.00	\$45.00	\$332.08	\$3,984.96
Fire Station 13 (field on left side of fire station)	25250 CR 42	2606690	12	\$116.67	\$10.00		\$126.67	\$1,520.04
Paisley Library	24954 CR 42	1312230	6	\$20.00	\$10.00	\$15.00	\$45.00	\$270.00
Paisley Community Center	24954 CR 42	1312230	6	\$20.00	\$10.00	\$15.00	\$45.00	\$270.00
Tower-Station 13	25250 CR 42	2606690	8	\$40.00	\$20.00		\$60.00	\$480.00
Pine Lakes								
Fire Station 15	40601 Palm Dr.	1536715	12	\$150.50	\$10.00	\$20.00	\$180.50	\$2,166.00
Umatilla								
Area III Road Maintenance	19720 East 5th St	2809981	12	\$120.40	\$10.00	\$20.00	\$150.40	\$1,804.80
Fire Station 19 and Retention Pond	38816 Carroll St	2945177	12	\$145.83	\$10.00	\$15.00	\$170.83	\$2,049.96
Fire Station 20	37711 SR 19	1428459	12	\$120.40	\$10.00	\$20.00	\$150.40	\$1,804.80
Tower-Umatilla SBA	19430 E. 3rd St	3457404	8	\$40.00			\$40.00	\$320.00
Church St Water Plant	38736 Church St.	1461979	12	\$25.00			\$25.00	\$300.00
Jamestown Water Plant	Jamestown St	2506946	12	\$25.00			\$25.00	\$300.00
Annual Cost for Pricing Group 1								\$43,651.44

Note: These sites shall include all services listed under lawn care except mowing and edging.

PRICING GROUP 2

Building Name	Address	Alt. Key	Est. Months per Year	Lawn Care Cost per Month	Irrigation Cost Per Month	Chemical Lawn Cost per Month	Total Monthly Cost	Total Annual Cost
Clermont								
Cagan Crossings Library	16729 Cagan Oaks	3815905	12	\$218.75	\$10.00	\$75.00	\$303.75	\$3,645.00
Fire Station 109	11630 Lakeshore Dr.	2603968	12	\$150.50	\$10.00	\$15.00	\$175.50	\$2,106.00
Fire Station 110	6234 County Rd 561	2945168	12	\$131.25	\$10.00	\$15.00	\$156.25	\$1,875.00
Fire Station 112	16240 County Rd 474	3799038	12	\$148.75	\$10.00	\$35.00	\$193.75	\$2,325.00
Tower-Buckhill	21923 S. Buckhill Rd	1013283	8	\$40.00			\$40.00	\$320.00
Tower-Minneola	18260 Scrub Jay Lane	3824094	8	\$40.00			\$40.00	\$320.00
Tower-Orange Mountain	8325 N. Bradshaw Rd	1462436	8	\$40.00			\$40.00	\$320.00
Tower-Progress Energy	14237 SR 50	1648203	8	\$40.00			\$40.00	\$320.00
Tower-Station 112	16300 CR 474	3799038	8	\$40.00			\$40.00	\$320.00
Fruitland Park								
Fire Station 53	2505 Spring Lake Rd	2585196	12	\$131.25	\$10.00	\$15.00	\$156.25	\$1,875.00
Groveland								
Fire Station 111	8805 Bay Lake Rd (CR 565)	3793530	12	\$150.50	\$10.00	\$35.00	\$195.50	\$2,346.00
Marion Baysinger Library	756 W. Broad St	1523729	12	\$160.42	\$10.00	\$55.00	\$225.42	\$2,705.04
Tourist Welcome Center and Retention Pond	20763 US HWY 27	3512132	12	\$437.50	\$10.00	\$75.00	\$522.50	\$6,270.00
Tower-Groveland	12331 Dry Fork Rd	2822317	8	\$40.00			\$40.00	\$320.00
Vehicle & Communications Maintenance Facility	20423 Independence Blvd	1390865	12	\$393.75	\$10.00	\$100.00	\$503.75	\$6,045.00
Lady Lake								
Fire Station 52	306 W. Hermosa St	1120845	12	\$135.45	\$10.00	\$15.00	\$160.45	\$1,925.40
Fire Station 54	6200 Lake Griffin Rd	3343820	12	\$150.50	\$10.00	\$15.00	\$175.50	\$2,106.00
Tower-Lady Lake	1113 Teal Lane	1171391	8	\$40.00			\$40.00	\$320.00
Leesburg								
Area I Road Maintenance	2310 W. Griffin Rd	1171245	12	\$131.25	\$10.00	\$20.00	\$161.25	\$1,935.00
BCC Warehouse #1	32400 County Rd 473	1184517	12	\$150.50	\$10.00	\$100.00	\$260.50	\$3,126.00
Leesburg Health Clinic	2113 W. Griffin Rd	1741122	12	\$131.25	\$10.00	\$35.00	\$176.25	\$2,115.00
Old Fire Station 63	4148 Picciola Rd.	2537108	12	\$131.25	\$10.00	\$35.00	\$176.25	\$2,115.00
Vehicle Maintenance	2300 W. Griffin Rd	1171245	12	\$145.83	\$10.00	\$15.00	\$170.83	\$2,049.96
Fire Station 59	1201 Lewis Rd	2851830	12	\$150.50	\$10.00	\$25.00	\$185.50	\$2,226.00
Fire Station 70	531 Sunnyside Dr.	2664410	12	\$145.83	\$10.00	\$25.00	\$180.83	\$2,169.96
Fire Station 71	11305 Park Av	1180503	12	\$131.25	\$10.00	\$15.00	\$156.25	\$1,875.00

Fire Station 72	12340 County Rd 44	2562650	12	\$150.50	\$10.00	\$25.00	\$185.50	\$2,226.00
Fire Station 82	24939 US Hwy 27	2841567	12	\$175.00	\$10.00	\$25.00	\$210.00	\$2,520.00
Tower-Leesburg DOT	548 S. 14th St	1398525	8	\$40.00			\$40.00	\$320.00
Tower-Leesburg Mall Water	10399 US Hwy 441	2856688	8	\$40.00			\$40.00	\$320.00
Minneola								
Area II Road Maintenance	609 Diston Ave.	1659388	12	\$160.42	\$10.00	\$35.00	\$205.42	\$2,465.04
Okahumpka								
Tower-Leesburg Water Treatment	1550 CR 470	1038413	8	\$40.00			\$40.00	\$320.00
Hollondel Retention Pond	Hollondel Road	3864795	12	\$729.17	\$10.00	\$100.00	\$839.17	\$10,070.04
Yalaha								
Fire Station 76	8819 County Rd 48	2768453	12	\$145.83	\$10.00	\$15.00	\$170.83	\$2,049.96
Annual Cost for Pricing Group 2								<u>\$73,366.40</u>

PRICING GROUP 3

Building Name	Address	Alt. Key	Est. Months per Year	Lawn Care Cost per Month	Irrigation Cost Per Month	Chemical Lawn Cost per Month	Total Monthly Cost	Total Annual Cost
Astatula								
See Note Tower-Astatula	26312 CR 561	1441781	8	\$40.00			\$40.00	\$320.00
Ferndale								
Fire Station 83	15303 Ferndale Community Rd	1590555	12	\$131.25	\$10.00	\$15.00	\$156.25	\$1,875.00
Mt. Dora								
Fire Station 78	16345 CR 448	3844803	12	\$160.42	\$10.00	\$55.00	\$225.42	\$2,705.04
Tower-Mt Dora Water Treatment	1870 SR 46	1048460	8	\$40.00			\$40.00	\$320.00
Sorrento								
East Lake Library	31340 County Rd 437	1598061	12	\$189.58	\$10.00	\$30.00	\$229.58	\$2,754.96
Fire Station 39	31431 Walton Health	1361842	12	\$131.25	\$10.00	\$15.00	\$156.25	\$1,875.00
Tower-Sorrento	27020 CR 46A	3433688	8	\$40.00			\$40.00	\$320.00
Tavares								
323 N Sinclair Ave	323 N Sinclair Ave	1497469	12	\$116.67	\$10.00	\$30.00	\$156.67	\$1,880.04
418 Building	418 Alfred St	1277337	12	\$116.67	\$10.00	\$35.00	\$161.67	\$1,940.04
Agricultural Center	1951 Woodlea Rd.	1391105	12	\$50.00	\$10.00	\$35.00	\$95.00	\$1,140.00
Animal Control	28123 CR 561	3701267	12	\$175.00	\$10.00	\$55.00	\$240.00	\$2,880.00
See Note Central Energy Plant	445 W. Alfred St.	1277434	12	\$10.00	\$10.00	\$30.00	\$50.00	\$600.00
See Note County Administration Building	315 W. Main St.	1276489	12	\$100.00	\$30.00	\$75.00	\$205.00	\$2,460.00
Dead River Retention Pond	3900 Dead River Road	3781315	12	\$729.17	\$100.00	\$100.00	\$929.17	\$11,150.04
See Note Detention Center	551 W. Main St.	1686083	12	\$100.00	\$100.00	\$120.00	\$320.00	\$3,840.00

Environmental Lab	13100 County Landfill Rd	1441421	12	\$131.25	\$10.00	\$15.00	\$156.25	\$1,875.00
Fuel Station	12835 County Landfill Rd	1111935	12	\$131.25	\$10.00	\$15.00	\$156.25	\$1,875.00
See Note Historic Courthouse	317 W. Main St.	1276471	12	\$100.00	\$100.00	\$75.00	\$275.00	\$3,300.00
Horticultural Center	1952 Woodlea Rd.	1391105	12	\$50.00	\$10.00	\$65.00	\$125.00	\$1,500.00
See Note Judicial Center	550 W. Main St.	1277434	12	\$150.00	\$100.00	\$200.00	\$450.00	\$5,400.00
Library Services	2401 Woodlea Rd	3378695	12	\$150.50	\$10.00	\$15.00	\$175.50	\$2,106.00
See Note Mosquito Control	401 S. Bloxham Ave.	1376742	12	\$40.00	\$10.00	\$25.00	\$75.00	\$900.00
See Note Parking Garage	200 N. Sinclair Ave.	2534470	12	\$150.00	\$10.00	\$55.00	\$215.00	\$2,580.00
See Note Property Appraiser/ Tax Collector	320 W. Main St.	2534470	12	\$40.00	\$10.00	\$35.00	\$85.00	\$1,020.00
See Note Property Records Storage	313 S. Bloxham Ave.	1376742	12	\$40.00	\$10.00	\$30.00	\$80.00	\$960.00
See Note Public Defender	123 N. Sinclair Ave.	1277388	12	\$50.00	\$10.00	\$45.00	\$105.00	\$1,260.00
See Note Public Records Center	122 E. Main St.	1276608	12	\$40.00	\$10.00	\$35.00	\$85.00	\$1,020.00
See Note Sheriff's Administration Building	360 Ruby St.	1276471	12	\$50.00	\$10.00	\$55.00	\$115.00	\$1,380.00
Special Projects Facility	12835 County Landfill Rd	1111935	12	\$204.17	\$10.00	\$15.00	\$229.17	\$2,750.04
Traffic Operations	28127 CR 561	3701259	12	\$150.50	\$10.00	\$30.00	\$190.50	\$2,286.00
Tower-Tavares Water	316 N. Ingraham Ave	1277680	8	\$40.00			\$40.00	\$320.00
WMFO	12835 County Landfill Rd	1111935	12	\$87.50	\$10.00	\$15.00	\$112.50	\$1,350.00

Annual Cost for Pricing Group 3

\$67,942.16

Note: These sites shall include all services listed under lawn care except mowing and edging.

Annual cost for pricing group 1	\$43,651.44
Annual cost for pricing group 2	\$73,366.40
Annual cost for pricing group 3	\$67,942.16
Total Annual Cost	\$184,960.00

Percentage that could be reduced from all pricing if all groups were awarded to one vendor:	1.00%
Percentage discount	\$1,849.60
Total Contract Amount less percentage discount	\$183,110.40

Additional Work not specified in scope:

Irrigation parts supplied at cost plus specified percentage of markup for initial repair	% markup	20.00%
Plants and trees supplied at cost plus specified percentage of mark-up	% markup	20.00%
Lead worker service (beyond monthly contract) during business hours	per hour	\$40.00
Helper service (beyond monthly contract) during business hours	per hour	\$20.00
Lead worker service (beyond monthly contract) after business hours	per hour	\$60.00
Helper service (beyond monthly contract) after business hours	per hour	\$30.00
St. Augusting sod removed and installed	sf	\$1.00
Bahia sod removed and installed	sf	\$1.00
Bush hogging	1/2 acre	\$100.00

EXHIBIT B